

Amendments to the Drawings:

The attached sheets of drawings include changes to Fig. 2, 5, and 6. These sheets, which include Fig. 2, 5, and 6 replace the original sheets including Fig. 2, 5, and 6. In Figure 2, the previously omitted caption "Fig. 2" has been added. In Figure 5, previously mislabeled item 10 now indicates "color", and previously mislabeled item 11 now indicates "size." In Figure 6, previously mislabeled lower left item 4 now represents "housing," and previously mislabeled lower right item 4 now represents "driver."

Attachment: Replacement Sheets

REMARKS/ARGUMENTS

Claims 35, 39-40, 50-110, 114-133 are pending. Claims 35, 39, 40, 50-54, 56-59, 64, 68-71, 73, 75-76, 83-90, 92-95, 98, 100-102, 104-106, 109-110, 114-121, 125, and 128 have been amended. No claims have been canceled. Claims 131-133 have been added.

In the Office Action, drawings corresponding to figures 2, 5, and 6 were objected to, and claim 71 was objected to.

Claims 35, 39, 40, 68, 70, 71, 76, 83, 85, 98, 114-115, 117-118, 121, 123, 125, and 128 stand rejected under 35 USC §112, ¶ 2, as being indefinite.

Claims 35, 39, 40, 50-97, 114, 119-124 and 128-130 stand rejected under 35 USC §101 as being directed to non-statutory subject matter.

Claims 35, 50-51, 55-56, 60, 68-74, 76-87, 91-92, 96, 98-99, 103-107, 109-110, 118-119, and 125-126 stand rejected under 35 USC 103(a) as being unpatentable over Henson (U.S. patent 6,167, 383) in view of Kennedy (UK Patent Application GB 2,302,427 A).

Claims 39-40, 52-54, 57-59, 62, 64-65, 67, 75, 88-90, 93-95, 100-102, 114-117, 120-122, 124, and 127-130 stand rejected under 35 USC 103(a) as being unpatentable over Henson in view of Kennedy and Conklin et al. (U.S. Patent 6,141,653).

Claims 61, 63, 66, 97, 108, and 123 stand rejected under 35 USC 103(a) as being unpatentable over Henson in view of Kennedy, Conklin et al., and Teresko et al. (Teresko et al., Calico Technology : Concinity Configuration/Quotation System, Industry Week, Vol. 245, Issue 23, 16 December 1996 [Proquest]).

Interview Summary

Applicant thanks the Examiner for the courtesy of the Interview conducted on October 12, 2005. During the Interview, the differences between the cited references and the real-time nature of embodiments of the present invention were discussed.

Drawing Objections

Figures 5 and 6 were objected to for failing to conform with the specification. Figure 5 has been amended so that item 10 now indicates color and item 11 indicates size, whereas before item 10 indicated size and item 11 indicated color. Figure 6 has been amended so that lower left item 4 now represents the mouse housing and the lower right item 4 represents the mouse software driver, whereas before the lower left item 4 represented the driver and the lower right item 4 represented the housing.

The replacement sheet representing configuration system 200 was objected to for failing to be identified as "figure 2". The drawing has been amended to include "Fig. 2". Accordingly, Applicant respectfully requests withdrawal of the objection.

Claim Objections

Claim 71 was objected to because the phrase "*providing to the customer a second product price associated with the second availability date of the product*" was repeated in the body of the claim. The claim has been amended to have only one such phrase. Accordingly, Applicant respectfully requests withdrawal of the objection.

35 USC §112 Rejection, indefiniteness

Claims 35, 39, 40, 68, 70, 71, 76, 83, 85, 114, 117, 121, 123 and 128 stand rejected under 35 USC §112, ¶ 2, as being indefinite for failing to particularly point out and distinctly claim the flow of information from a source to a destination. Applicant has amended these claims in order to clarify the flow of information. For example, claim 35 was amended to recite a method comprising "*communicating, from the configuration engine of the seller to a manufacturer system, the selected feature*" and "*receiving into the configuration engine from the manufacturer system over the network an automated real-time response.*" Applicants assert the source and destination of the information is now clearly defined. Accordingly, Applicant respectfully requests withdrawal of this rejection. Claims 39, 40, 68, 70, 71, 76, 83, 85, 114, 117, 121, 123 and 128 also now fully comply with the requirements of section 112.

Claims 39, 40, 121 and 123 stand rejected under 35 USC §112, ¶ 2, as being indefinite for failing to particularly point out and distinctly claim the situation "where customer desires are not satisfied." Applicant has amended these claims to recite "*wherein when an indication is received from the customer indicating the customer is not satisfied with the availability date or price.*" Accordingly, Applicant respectfully requests withdrawal of this rejection.

Claims 39, 40, 121, 123, and 128 stand rejected under 35 USC §112, ¶ 2, as being indefinite for failing to particularly point out and distinctly claim "accommodation" or "accommodation data." Claims 39 and 40 have the amended phrase "*wherein the accommodation data includes a second availability date or a second price.*" Claims 121, 123 and 128 similarly relate "accommodation" to date or price. Accordingly, Applicant respectfully requests withdrawal of this rejection.

Claims 39, 40, 68, 98, 115, 118, 121, 123, 125, and 128 stand rejected under 35 USC §112, ¶ 2, as being indefinite for failing to particularly point out and distinctly claim the term "supplier." Claim 98 recites "*the supplier being a supplier of the selected feature to the seller and being independent from the seller.*" Applicants assert the terms "seller" and "supplier" are now clearly claimed as distinct, independent entities. The term "supplier" continues to encompass other entities, such as a manufacturer, distributor, wholesaler, or vendor, as long as such entity supplies the selected feature. Accordingly, Applicant respectfully requests withdrawal of this rejection. Claims 39, 40, 68, 115, 118, 121, 123, 125, and 128 also now fully comply with the requirements of section 112.

Claims 70 stands rejected under 35 USC §112, ¶ 2, as being indefinite for failing to particularly point out and distinctly claim the term "availability date." The last "wherein" phrase has been removed. Accordingly, Applicant respectfully requests withdrawal of this rejection.

Claim 71 stands rejected under 35 USC §112, ¶ 2, as being indefinite for failing to particularly point out and distinctly claim the term "supplier." Claim 71 has been amended to recite, "*wherein the supplier system is associated with a supplier of the selected feature, wherein the supplier is independent from the seller.*" Applicants assert

the term "supplier" is now clearly distinct and independent from a seller and from a customer, which can not supply the selected feature. The term "supplier" continues to encompass other entities, such as a manufacturer, distributor, wholesaler, or vendor, as long as such entity supplies the selected feature. Accordingly, Applicant respectfully requests withdrawal of this rejection.

Claim 76 stands rejected under 35 USC §112, ¶ 2, as being indefinite for failing to particularly point out and distinctly claim the term "constraints." A constraint is something that restricts, limits, or regulates. The specification clearly mentions some particular types of constraints. For example, a constraint can be on price and or availability. *See Specification*, paragraph 12. Another example is a constraint on features due to incompatibility. *See Specification*, paragraph 26. Applicants assert a person skilled in the art would understand the term "constraint" as used in claim 76. Accordingly, Applicant respectfully requests withdrawal of this rejection.

35 USC §101 Rejection

Claims 35, 39, 40, 50-97, 114, 119-124 and 128-130 stand rejected under 35 USC §101 as being directed to non-statutory subject matter. In *Ex parte Lundgren*, Appeal No. 2003-2088, Application 08/093,516, (Precedential BPAI opinion September 2005), the Board made clear that there is no separate technological arts test, but only a test whether the invention produces a useful, concrete, and tangible result, regardless if all of the steps could be carried out by the human mind.

The method of claim 35 provides the useful, concrete, and tangible result of configuring a product by receiving the selection of a feature into a configuration engine, communicating the selection to a manufacturer system, receiving a response, and updating an in-process bill of materials. Useful information is transferred and acted upon to give the tangible result of configuring a product. Accordingly, Applicant respectfully requests withdrawal of this rejection. Claims 39, 40, 50-97, 114, 119-124 and 128-130 are allowable for at least the same rationale.

35 USC §103 Rejection, Henson in view of Kennedy

Claims 35, 50-51, 55-56, 60, 68-74, 76-87, 91-92, 96, 98-99, 103-107, 109-110, 118-119, and 125-126 stand rejected under 35 USC 103(a) as being unpatentable over Henson (U.S. patent 6,167, 383) in view of Kennedy (UK Patent Application GB 2,302,427 A). The rejection states Henson fails to disclose communicating from the seller to a manufacturer (supplier). The rejection asserts that Kennedy's forecast orders from a requesting facility to a supplying facility discloses the communication between the seller and supplier. *See Kennedy*, page 4, lines 17-35 and page 5, line 23 to page 6, line 4.

Claims 35, 50-61, and 133

Claim 35 is allowable over Henson and Kennedy, either alone or in combination, as those references fail to disclose or suggest all the elements of claim 35, as amended. For example, claim 35 recites:

communicating, from the configuration engine of the seller to a manufacturer system, the selected feature, the communication being during the configuration with the customer, wherein the manufacturer system is associated with a manufacturer of the selected feature, wherein the manufacturer is independent from the seller;

receiving into the configuration engine from the manufacturer system over the network an automated real-time response to the communicated selected feature, the automated real-time response including an availability date that corresponds to the selected feature, the response being received during the configuration with the customer.

Kennedy discloses a seller model where the seller first makes forecast requests to supplier sites, which are then allocated to actual customer requests after actual customer requests are made. *See Kennedy*, page 4, lines 17-35 and page 6, lines 5-13. In defining a forecast order, Kennedy states that "the manufacturer must build product and/or intermediate items before receiving customer orders." *See Kennedy*, page 3, lines 27-30. Kennedy reiterates that the seller communicates to the supplier before a customer order by stating that once a customer request arrives, the seller can take a promise already received to form a promise for the customer request. *See Kennedy*, page 11, lines 24-29. In contrast, claim 35 recites a communication from the configuration engine of the seller to a manufacturer system during the configuration with the customer.

Also, in Kennedy, a supplying facility gets a forecast order from a requesting facility (e.g. a sales office or "seller"). *See Kennedy*, page 5, line 23 to page 6, line 4. The supplying facility then devises a feasibility plan. The requesting facility or customer waits for the feasibility plan to be developed. *See Kennedy*, page 6, lines 5-8. Thus, Kennedy does not disclose an automated real-time response to the communicated selected feature from the supplier that is received during the configuration with the customer as in claim 35.

For at least the reasons stated above, Applicant submits that claim 35 is allowable over the cited references. As claim 35 is allowable, dependent claims 50-61 and 133 are also allowable for at least the same rationale.

Claims 39-40, 62-110, and 114-132

Applicants submit that independent claims 39, 40, 68, 70, 71, 76, 83, 85, 98, 114, 115, 117, 118, 121, 123, 125, and 128 should be allowable for at least the same rationale as discussed with claim 35. Claims 62-64 depend from claim 39; claims 65-67 depend from claim 40; claims 69 and 72-75 depend from claim 68; claims 77-82 depend from claim 76; claim 84 depends from claim 83; claims 86-97 depends from claim 85; claims 99-107, 109-110, 119, and 131 depend from claim 98; claim 120 depends from claim 114; claims 116 and 132 depend from 115; claims 122 and 124 depend from claim 121; claims 126-127 depend from claim 125; and claims 129-130 depend from claim 128 and thus derive patentability at least therefrom.

CONCLUSION

In view of the foregoing, Applicant believes all claims now pending in this Application are in condition for allowance. The issuance of a formal Notice of Allowance at an early date is respectfully requested.

If the Examiner believes a telephone conference would expedite prosecution of this application, please telephone the undersigned at 415-576-0200.

Respectfully submitted,



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